



**SUBSTITUTE RESOLUTION BY  
FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO AN ENGINEERING SERVICES AGREEMENT WITH HARTMAN & ASSOCIATES, INC. IN THE AMOUNT OF \$857,028.00 TO PROVIDE FOR ADDITIONAL ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES CONCERNING: [i] COMPLETING THE REMEDIATION OF VARIOUS DESIGN AND CONSTRUCTION RELATED ITEMS, THE CONSTRUCTION OF VALVE VAULTS AND IMPROVEMENTS TO THE HEMPHILL PUMPING STATION; [ii] MODIFYING THE FINAL DESIGN OF THE REHABILITATION OF CLEARWELL NO. 1**

**BACKGROUND**

**WHEREAS**, on September 26, 1994, the City entered into Contract No. FC-5264-92 (the "Contract"); Hemphill Pump Station and Clearwell Improvements (the "Project"), with Archer-Western Contractors LTD./Capital City Contracting Co., Inc., a joint venture (the "Contractor"), in the amount of \$34,941,643; and

**WHEREAS**, on March 6, 1996, the City issued Change Order No. 1 to the Contract; and


**WHEREAS**, Change Order No. 1 was a no cost change order that simply reallocated allowance monies within the Contract; and

**WHEREAS**, on or about September 25, 1996, the City issued Change Order No. 2 to the Contract which increased the Contract Sum by \$1,463,346, with no change in Contract time, for an increased Contract Sum of \$36,404,989; and

**WHEREAS**, Change Order No. 2 adjusted the Contract Sum to include monies to be paid to the Contractor if it met certain pump efficiencies required by the plans and specifications for the Project; those monies were inadvertently omitted from the original Contract Sum when the Contract was awarded; and

**WHEREAS**, a major impetus for the Project was a Consent Order between the City and the Georgia Environmental Protection Division, which imposed a deadline (the "EPD Deadline") on the City to complete the construction of the Project and meet certain water treatment standards; and

**WHEREAS**, the Scope of Work under the Contract included the construction of improvements to the City's Hemphill Water Treatment Plant, including a new clearwell with a storage capacity of 15 million gallons, transfer piping, butterfly valves and a new high service pump station; and



**WHEREAS**, during the construction of the Project, it was determined that the existing butterfly valves on the finished water main, which discharges into the new high service pump station, were inoperable; and

**WHEREAS**, subsequently, a dispute arose between the City, its Contractor, the design engineers for the Project, Jordan, Jones and Goulding, Inc./Delon Hampton and Associates, Chartered-JV, Williams-Russell and Johnson, Inc., and the Construction Manager, Mayes, Sudderth & Etheredge, Inc./Harrington, George & Dunn, P.C. and Construction Dynamics Group as to the inoperability of the butterfly valves; and

**WHEREAS**, the inoperable butterfly valves and resulting effect on the operation of the Hemphill Water Treatment Plant, and the City's dispute with the Contractor, the design engineers and construction manager as to the matter, jeopardized the City's ability to meet the EPD Deadline, and, accordingly, the health, welfare and safety of the public; and

**WHEREAS**, the City, faced with this emergency situation, sought the services of a professional engineering consultant to analyze the inoperability of the butterfly valves and design a remediation for the Hemphill Water Treatment Plant in order to meet the impending EPD Deadline; and

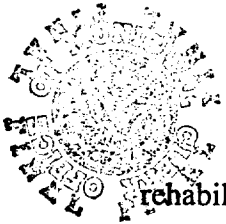
**WHEREAS**, the City selected Hartman & Associates, Inc. ("Hartman") to provide the emergency professional engineering and consulting services for the assessment of the inoperability of the butterfly valves and the design of the remediation for the Hemphill Water Treatment Plant; and

**WHEREAS**, based upon an evaluation of the Water Treatment Plant and the various remediation alternatives available to the City, it was determined to replace the existing butterfly valves that failed with new valves, construct valve vaults, weld stiffener rings to the steel pipe used in the system and install the necessary appurtenances; and

**WHEREAS**, on August 6, 1999, the City and Hartman entered into an Engineering Services Agreement in the amount of \$1,835,900 for the design of the remediation of the Hemphill Water Treatment Plant, construction management services and related services; and

**WHEREAS**, the Engineering Services Agreement also provided that Hartman would render preliminary and final design services for the rehabilitation of Clearwell No. 1; and

**WHEREAS**, it has been determined that additional services are required of Hartman to complete the remediation of the Hemphill Water Treatment Plant due to cracks in certain buildings at the facility, modifications required of the couplings and discharge piping system, a sewer line relocation and additional construction services required due to additional construction time required to finalize the remediation; and



**WHEREAS**, the City has further decided to competitively bid out the Clearwell No. 1 rehabilitation work, necessitating that Hartman prepare modifications to the final design and oversee its construction in the capacity of Construction Manager; and

**WHEREAS**, Hartman has submitted a proposal in the amount of \$857,028 to perform this additional work concerning the remediation and the rehabilitation of Clearwell No. 1; a copy of that proposal is attached as Exhibit A; and

**WHEREAS**, it is desirable and in the best interests of the City to enter into Change Order No. 1 to the Engineering Services Agreement with Hartman for the services set forth in Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA**, that the Mayor is authorized to execute, on behalf of the City, Change Order No. 1 to the Engineering Services Agreement with Hartman in the amount of \$857,028, to provide the additional services for the Hemphill Water Treatment Plant set forth on Exhibit A.

**BE IT FURTHER RESOLVED**, that Change Order No. 1 to the Engineering Services Agreement will be paid out of Account No. 2J26573001 Q24J02049999.

**BE IT FURTHER RESOLVED**, that the Purchasing Agent is directed to prepare a Change Order No. 1 to the Engineering Services Agreement with Hartman, for execution by the Mayor, to be approved as to form by the City Attorney.

**BE IT FINALLY RESOLVED**, that Change Order No. 1 to the Engineering Services Agreement with Hartman will not become binding upon the City, and the City will incur no liability under it, until it has been executed by the Mayor, attested to by the Municipal Clerk, executed and attested to by Hartman and delivered to Hartman.

A true copy,

*Rhonda Daughin Johnson*  
Municipal Clerk, CMC

ADOPTED by the Council  
APPROVED by the Mayor

OCT 15, 2001  
OCT 23, 2001



**Exhibit A**

**HARTMAN & ASSOCIATES, INC.**

201 engineers, hydrogeologists, surveyors &amp; management consultants

**PRINCIPALS**

Gerard C. Hartman, P.E., DEE  
Harold E. Schmidt, Jr. P.E., DEE  
James E. Christopher, P.E.  
Charles W. Drake, P.G.  
Mark A. Rynning, P.E., MBA  
Mark I. Luke, P.S.M.  
William D. Musser, P.E.

**SENIOR ASSOCIATES:**

C. Zachary Fuller, P.E.  
Marco H. Rocca, C.M.C.  
J. Richard Voorhees, P.E., DEE  
Roderick K. Cashe, P.E.  
Lawrence E. Jenkins, P.S.M.

**ASSOCIATES:**

Douglas P. Dufresne, P.G.  
Jon D. Fox, P.E.  
James E. Golden, P.G.  
Troy E. Layton, P.E.  
Andrew T. Woodcock, P.E.  
Daryl C. Walk, P.E.  
Grant C. Malchow, M.B.A.  
John P. Toomey, P.E.  
W. Thomas Roberts, III, P.E.  
Michael B. Bomar, P.E.  
Mark A. Gabriel, P.E.  
George S. Flint, M.P.A.  
Stephen J. Rapp, P.E.  
Jennifer L. Woodall, P.E.  
L. Todd Shaw, P.E.

September 17, 2001

HAI#98-182.00  
Project File (5.1)

Robert B. Caput, Esquire  
Assistant City Attorney  
Department of Law  
City of Atlanta  
City Hall Tower  
68 Mitchell Street, SW, Suite 4100  
Atlanta, Georgia 30335-0332

**Subject: City of Atlanta Hemphill Water Treatment Plant  
Change Order No. 1**

Dear Mr. Caput:

After our last progress meeting, we were informed by both Mr. Chris New and Lee Hunt that the City has decided to competitively bid the improvements to Clearwell no. 1, rather than issue an emergency work order for this work. As a result of this decision, we discussed the additional work that will be involved with the project to incorporate this change in plans. Summarized herein are the scope modifications and the additional services, and costs that will be required to incorporate this approach to constructing the improvements to Clearwell no. 1. All of the scope items and costs associated with each of the tasks involved have been reviewed in detail with both Mr. New and Mr. Hunt.

During the duration of the of existing project at the Hemphill water treatment plant (WTP) the original concept was to construct the improvements to Clearwell no. 1 under a change order to Archer Western/Capital Cities (AWCC). However, due to problems encountered with the performance of the work under the existing improvements, it was consensus of all parties involved that AWCC was not the best choice to perform these services. The next alternative was to construct the improvements using a design build approach with United Water Services-Atlanta performing the work. This alternative resulted in a project that was estimated to be \$4.0-million. We were then requested to team up with a general contractor to determine if this work can be completed for the \$2.5-million budget that was provided to the City last year. We contacted a number of general contractors in the area, and ultimately decided to team with Western Summit Constructors, Inc. for the construction portion of this project. Based on the information received from Western Summit a budget price of \$2.5-million was provided to the City for this work. In discussions with Mr. Hunt we fully understand the City's decision to approach the project in a



Robert B. Caput, Esquire  
Assistant City Attorney  
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different manner and competitively bid the construction of the improvements to Clearwell no. 1, rather than issue an emergency work order. Therefore, we have prepared this Change Order to our existing contract with the City to accomplish this goal.

The primary changes to our contract from not issuing a Change Order to AWCC as originally proposed, and/or the design build approach that was previously proposed under the emergency work order approach includes the following:

1. Design modifications.
2. Bidding services necessary to clarify technical questions as requested.
3. Additional construction administration services.

Since the construction of the improvements to Clearwell no. 1 was not going to be constructed as part of a Change Order to AWCC design modifications were necessary to relocate the discharge from the internal monitoring system. These design modifications included the design of an internal lift station, rerouting of the internal and external drainage piping, and an electrical and instrumentation system that were not required under the Change Order approach. However, these items were included in the costs under the emergency work order approach.

Additionally, bidding services will now be required, which includes attendance at a pre-bid meeting and responding to bidder's questions. Additional construction administration services will be required, since this project will begin construction after of the work that is presently being completed at the Hemphill WTP. We have estimated a construction period of 12-months for this project. Under the emergency work order approach we had a scheduled time of completion of December 2001, under the competitively bid approach we estimate that the system will be on line by the end of December 2002 at the earliest. In addition, the City's Water Department has requested that we include other miscellaneous work items, which are identified in Task no. 7.

The consulting services in this scope of services include the modifying final design, permitting and regulatory issues, construction administration and operational phase services for the necessary upgrades to Clearwell no. 1 at the Hemphill WTP. For all services performed under this Change Order, the City shall pay to Hartman and Associates, Inc. (HAI) an amount not-to-exceed \$857,028.00 for work described above, and further clarified in Exhibit "A" attached hereto. In addition, at the request of the City's Water Department, we have completed a number of these items, so that time is not lost in completing the project on schedule and meet the GEPD's requirements.

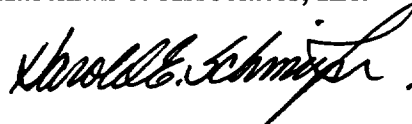


Robert B. Caput, Esquire  
Assistant City Attorney  
September 17, 2001  
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If you have any questions regarding this Change Order or require additional information, please do not hesitate to call me at 1-800-881-3955.

Very truly yours,

**Hartman & Associates, Inc.**



Harold E. Schmidt, Jr., P.E., DEE  
Vice President

Enclosure

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cc: Remedios K. del Rosario, City of Atlanta, w/enclosures  
Susan Pease Langford, Esquire, City of Atlanta, w/enclosures  
J. Chris New, City of Atlanta, w/enclosures  
Lee Hunt, P.E., City of Atlanta, w/enclosures  
Troy E. Layton, P.E., HAI, w/enclosures  
Gerald C. Hartman, P.E., DEE, HAI, w/enclosures



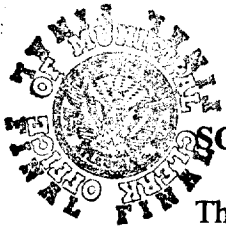
**EXHIBIT A  
CITY OF ATLANTA  
ENGINEERING SERVICES AGREEMENT  
HEMPHILL WATER TREATMENT PLANT  
CLEARWELL NO. 1 REHABILITATION  
CHANGE ORDER NO. 1**

**GENERAL**

The existing construction improvement project at the City's Hemphill Water Treatment Plant (WTP) is divided into two (2) specific areas. The first area of work is associated with the improvements to the finished water transfer piping system that will enable the City to operate the valves that were installed as part of the original Hemphill WTP Part A and Part B capital improvements program, which was completed in early 1997. More importantly, these improvements will enable the City to operate the system as designed with all three (3) clearwells on line. Archer Western-Capital Cities (AWCC) Joint Venture under Change Order no. 3 is currently constructing this work repair the damaged valves and transfer piping system. At the present time the project is approximately 80-percent complete, with five (5) of the seven (7) valve vaults complete. The construction of this phase of the program is scheduled completion July 2001.

A second construction activity was to be for the rehabilitation to Clearwell no. 1, which was constructed in 1923, and modified slightly under the original construction contract with AWCC. This clearwell was originally designed not to be a watertight structure. However, with the recent requirements imposed by the regulatory agencies regarding the combined sewer overflow facilities, the regulations have made it necessary to modify the clearwell to sufficiently hold the water that is discharged to it. For this clearwell it is proposed that a liner system, equipped with an underdrain system be installed to hold the water in the clearwell. A monitoring system will be installed to identify and locate any leaks in the interior liner system. Additionally, it is proposed that a liner system be installed on the roof of the clearwell to effectively eliminate any water from entering the tank from the surface. The existing contract with the City was to have AWCC construct the improvements to Clearwell no. 1 under a future change order to the construction contract.

Based on discussions with the City staff, it is proposed that a separate general contractor will construct the portion of the work that involves the upgrades to Clearwell no. 1, rather than issue a change order to AWCC, or through some other means. As a result this decision, additional design and construction services time will be required to implement this approach.



## SCOPE OF WORK

The Scope of Work for the above engineering services associated with the improvements associated with the competitively bidding the improvements to Clearwell no. 1 is broken-down into seven (7) tasks. These seven (7) tasks include the following:

1. Task 1: Final Design of the rehabilitation to Clearwell no. 1.
2. Task 2: Bidding Services.
3. Task 3: Construction management
4. Task 4: Operational and start-up services.
5. Task 5: Regulatory, permitting and consent order issues.
6. Task 6: Coordination meetings and status reports.
7. Task 7: Other Services.

Each of the above referenced tasks is detailed in the following descriptions.

### Task No. 1: Final Design of the Rehabilitation to Clearwell no. 1.

On the basis of the accepted preliminary design/rehabilitation report submitted to the City under Task no. 1 above, HAI will prepared the final drawings and technical specifications to show the general scope of the rehabilitation for Clearwell no. 1. This work provided sufficient information that described the extent and character of the work to be furnished and performed by AWCC through a future change order to their construction contract. Since the work will be competitively bid, additional design modifications will be required to reroute the underdrain system, and incorporate an interior pump station.

The Project shall consist of the construction of the necessary improvements described above to effectively seal the Clearwell no. 1. The drawings shall consist of primarily civil, mechanical and structural disciplines. The revised rerouting of the drainage system will be illustrated on the civil drawings.

Five (5) copies of the above Contract Documents (engineering drawings and specifications) for the rehabilitation to Clearwell no. 1 will be submitted to the City of Atlanta for incorporation of their Bidding Documents. A review meeting will be conducted to present and review the documents in person with the City of Atlanta at the 100-percent complete stage. The City's comments will be incorporated into the final documents for the construction of the Project.

As part of the specifications, HAI will meet with, and incorporate for review and approval by the City, its legal counsel, water department representatives and other



advisor's input for the proposed Change Order to be submitted to the Contractor. This information is intended to reflect project names, contract times, schedules, liquidated damages, insurance requirements, and other similar information necessary for completion of this Project.

HAI will modify the existing documents for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor and Specifications (which will be prepared in conformance with the 16-division format of the Construction Specifications Institute). The Contract Final Drawings will include, but not be limited to, the following for all improvements regarding the construction of the rehabilitation to Clearwell no. 1 described above. Documents will include drawings and specifications covering:

1. Cover sheet, index and key map.
2. Civil drawings illustrating sitework and drainage modifications that will be necessary.
3. Mechanical drawings for all equipment and materials required for the rehabilitation of Clearwell no. 1 to provide a watertight structure. The work will include an interior monitoring system, a lift station and other miscellaneous equipment.
4. Structural drawings for the rehabilitation of Clearwell no. 1 to provide for a watertight structure. This work will include repairs to the interior structure that will be required.

#### Task No. 2: Bidding and Award Services

Upon authorization by the City to proceed with the Bidding Phase of this project, HAI shall:

1. Provide to the City reproducible copies of the Contract Documents (Engineering Drawings and Specifications) which may be issued for the City's use and the necessary copies for distribution to bidding service agencies. Processing of documents will be the responsibility of the City.
2. Attend one (1) pre-bid conference, as well as respond to bidders' technical questions in writing as requested by the City.
3. Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.



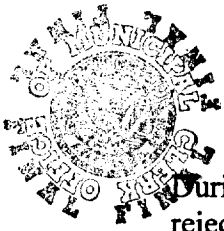
### Task No. 3: Construction Management.

The Construction Phase Services will be based upon one construction contract for the construction of the rehabilitation to Clearwell no. 1. Due to the fact that the improvements to Clearwell no. 1 will be competitively bid, and construction will begin after the completion of the valve remediation program, additional construction time will be required. For the purposes of this proposal, an overall construction period of 365 days (52-weeks) was utilized. The construction management services does include providing for resident and field inspection services. The resident project representative will assist HAI and the City in:

1. Observing the Project as a whole for the purposes set forth in Paragraph 1.6.2 of the Agreement with the City.
2. Coordinate the services of HAI during the design phase.
3. Facilitate the exchange of documents referred to paragraph 1.6 of the Agreement and other information between the City, HAI and the Contractor.
4. Keep the City informed of the progress of the Project, as a whole.
5. Carry out the responsibilities expressly assigned to the RPR.

During the Construction Phase, HAI will provide general administration of construction contract for the combined construction contract. During this phase, HAI will consult with and advise the City and act as the City's representative as provided in the Contract Documents. All instructions to the Contractor will be issued through the City with the consultation and advice of HAI, except as otherwise provided in writing.

The purpose of RPR and HAI's visits to and representation by the RPR at the site will be to enable HAI to better carry out the duties and responsibilities assigned to and undertaken by HAI during the Construction Phase. In addition, by exercise of HAI's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents. Most importantly, that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, HAI will not, during such visits or as a result of such observations of Contractor work in progress, supervise, direct or have control over Contractor's work. Additionally, HAI shall not have the authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor for safety precautions and programs or for any failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to furnishing and performing their work. Accordingly, HAI can neither guarantee the performance of the construction contracts by the Contractor, nor assume responsibility for the Contractor failure to furnish and perform their work in accordance with the Contract Documents.



During such visits and on the basis of such observations, the City may disapprove of or reject Contractor work while it is in progress if HAI believes that such work will not produce a completed Project that conforms generally to the Contract Documents. Additionally, such work may be disapproved if it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

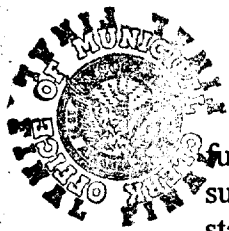
HAI will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare for the City's, and HAI's signatures any work directive changes, and and/or change orders, as required throughout the duration of the construction of the Project.

HAI will review and approve, with City's concurrence (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Additionally, HAI, with the City's concurrence, will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.

HAI will, with the City's concurrence, have authority, as the City's representative, to require special inspection or testing of the work, and will receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. These special inspection and testing requirements will only be used to determine generally that their content complies with the requirements of, and the certified results indicate compliance with, the Contract Documents.

With regard to disputes between the City and Contractor, HAI will provide an interpretation of the requirements of the Contract Documents. Additionally, with the City's approval, judge the acceptability of the work thereunder and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. HAI shall not be liable for the results of any such interpretations or decision rendered in good faith. Moreover, the City shall not be bound by any interpretation.

Based on HAI's on-site observations as an experienced and qualified design professional, HAI will review the applications for payment and the accompanying data and schedules. HAI will determine the amounts owing to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of HAI's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. This recommendation is subject to an evaluation of such work as a



functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation.

HAI's review of the Contractor's work for the purposes of recommending payments will not impose on HAI responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or for the Contractor's compliance with the laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing work. Our review will not impose responsibility on HAI to make any examination to ascertain how or for what purposes the Contractor has used the moneys paid on account of the Contract Price in the Change Order(s), or to determine that title to any of the work, materials or equipment has passed to the City free and clear of any encumbrances, or that there may not be other matters at issue between the City and the Contractor that might affect the amount that should be paid.

HAI shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals assembled by Contractor in accordance with the Contract Documents. However, this review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents; and shall transmit them to City with written comments.

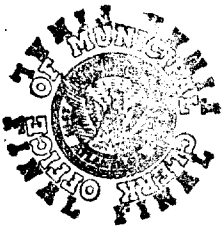
HAI shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that HAI may recommend, in writing, final payment to Contractor. Additionally, HAI may give written notice to City and the Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed herein.

HAI shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or supplier's agents or employees or any other persons (except HAI's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work. However, nothing contained in Task 6 or Section 1.6 of the Agreement inclusive, shall be construed to release HAI from liability for failure to properly perform duties and responsibilities assumed by HAI in the Contract Documents.

#### Task 4: Operational and Start-up Services.

During the Operational Phase, HAI will:

1. Prepare a set of as-built drawings for the improvements to Clearwell no. 1, sufficiently illustrating those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor to HAI, and which HAI and the City considers significant.



These as-built documents will be provided to the City in both electronic and reproducible formats.

2. Prepare and submit certifications of completion of construction as may be required by the regulatory agencies issuing permits for the improvements to Clearwell no. 1.
3. Assist the City in the start-up and operational phase of placing Clearwell no. 1 back into service. HAI provide up to three (3) days of startup assistance and training to supplement the training required by the Contractor as provided in the Contract Documents.
4. HAI will receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals assembled by Contractor. The review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals, the results certified indicate compliance with the Contract Documents to develop an operations and maintenance manual. The manual will primarily consist of a compilation of manufacturer information supplemented by HAI as required to provide continuity between the literature and information provided by the various manufacturers. Three (3) copies of the draft manual will be submitted to the City for review and comment. Three (3) copies of the final manual in both electronic and reproducible formats will be prepared incorporating the City's comments and submitted to the City.

#### Task 5: Regulatory, Permitting and Consent Order Issues.

HAI will meet with the GEPD, and prepare the necessary permit applications, assist in processing the permits, answer requests for additional information and keep the City abreast of the regulatory status with regard to the improvements to Clearwell no. 1. All regulatory fees, if necessary, will be paid for directly by the City, as part of this Agreement.

HAI will assist the City with the various negotiations concerning the Consent Order and any modifications or adjustments necessary. HAI will integrate the facilities program so as to accommodate the attainment of existing or modified Consent Order requirements relating to the clearwell and suction piping at the City's Hemphill WTP.

#### Task 6: Coordination, Meetings and Status Reports

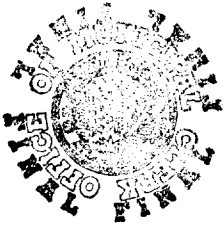
Following execution of the construction agreement with the contractor to construct the improvements to Clearwell no. 1, HAI will provide the City with monthly status reports for the construction portion of the project. HAI understands that time is of the essence and will create distribution lists for project administration, project issues, project client decisions, and technical review of documents with coordination activities.



### Task 7: Other Services

There are a number of other areas of the improvements to the City of Atlanta's Hemphill WTP that will need to be addressed. These include the following six (6) items:

1. **Building Cracks/Remediation Program.** During construction of the upgrades to the valves and piping system the construction techniques implemented by AWCC resulted in settlement of the building. The work that will be provided under this item includes review of the remediation program, inspection services and miscellaneous progress meetings associated with the City and representatives of AWCC and their subcontractor's.
2. **Couplings and Discharge Piping.** During the review of the engineering drawing for the Part A work that was constructed prior under the existing construction contract with AWCC, it was determined that the piping may not be properly restrained to meet the requirements of the project. The work that will be provided under this item includes meetings with the City, AWCC and the design engineers (Williams Russell and Johnson), review of the design documents, and inspection of the repairs to the discharge piping system.
3. **Sewer Line Relocation.** The sanitary sewer system that serves Westinghouse (adjacent east of the WTP), which temporary sewer service is provide beneath the railroad bridge at Northside Drive is to be designed for permanent service. The services that would be provided under this item will include permitting, design and construction services.
4. **Additional Construction Services.** The completion of the construction of the improvements to the City's Hemphill WTP valve and piping system will be complete in July 2001. As a result, an additional 3-months of RPR services are required. The work that will be provided under this item will be identical to the work required in Task no. 6 of the existing contract.
5. **Resolution of Pre-Existing Construction Issues.** During the construction of the improvements to the valve and piping system, a number of issues have been encountered that were pre-existing construction issues. These items included controls and instrumentation modifications, venturi vault no. 2 operational issues, ball valve inspection issues, chemical and process piping rerouting plan, and other miscellaneous plant operational issues. The work that will be completed under this item includes engineering design, meetings with the City and United Water Services-Atlanta, and coordination with the original design consultants.
6. **Inspection of Clearwell No. 2/Technical Memorandum.** After Clearwell no. 2 is cleaned of the sludge and sand, the clearwell will be inspected and videologged. This will include a detailed visual inspection of the structure.



The inspection will focus on the structural strength and durability of the structure. Visual searches will be conducted for identifying cracks, bulges, and distortions, and identify signs of material degradation. Rehabilitation recommendations will be provided to the City in the form of a Technical Memorandum.

## **SCHEDULE**

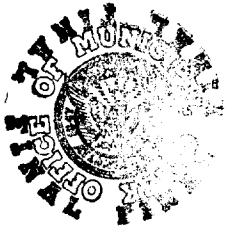
The schedule for the implementation of the design of the rehabilitation of Clearwell no. 1 is to have the Clearwell on-line and in service in 12-months from the notice to proceed. The schedule has been developed to have the facility and operational by December 31, 2002. Miscellaneous site work (i.e., grading, drainage, etc.) will be completed after the primary construction of the improvements noted herein.

## **COMPENSATION**

The consulting services in this scope of services include the final design, permitting and regulatory issues, construction administration and operational phase services for the necessary upgrades to Clearwell no. 1 at the City's Hemphill WTP. For all services performed under this Exhibit A, the City shall pay to HAI an amount not-to-exceed \$857,028.00 for work described herein. The costs for the individual tasks are summarized in Table A-1.

Payment is to be made based on the actual hours incurred for all tasks at the existing payment schedule that is included with the original contract with the City. HAI shall be directly compensated for costs incurred for Subconsultants, materials and services including a mark-up of 15-percent.

**TABLE A-1**  
**CITY OF ATLANTA**  
**CLEARWELL NO. 1 UPGRADES**  
**PROPOSED MANHOUR PROJECTION AND COST**  
**CHANGE ORDER NO. 1**



	Principal	Project Manager	Project Engineer IV	Project Engineer I/II	Engineering Designer IV	Engineering Technician III	Senior Word Processor	Secretarial Support	Total Cost	
Task/Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Estimated Cost
<b>1 Modification to Existing Design for Competitive Bid</b>										
1.1 Kick-off Meeting	8	8	8	0	0	0	2	0	26	\$ 3,542.00
1.2 Progress/Review Meetings	28	28	28	0	0	0	4	2	90	\$ 12,292.00
1.3 Prepare Contract Specifications and QA/QC Meetings	48	80	120	120	0	0	80	80	528	\$ 47,688.00
1.4 Prepare Contract Engineering Drawings and QA/QC Meetings	24	48	64	80	120	120	24	24	504	\$ 42,144.00
<b>SUBTOTAL</b>	<b>108</b>	<b>164</b>	<b>220</b>	<b>200</b>	<b>120</b>	<b>120</b>	<b>110</b>	<b>106</b>	<b>1,148</b>	<b>\$ 105,666.00</b>
<b>2 Permitting</b>										
2.1 Submit documentation to GEPD	8	8	12	0	0	0	4	0	32	\$ 4,016.00
2.2 Respond to One (1) RFI	4	8	8	16	8	0	4	0	48	\$ 4,576.00
<b>SUBTOTAL</b>	<b>12</b>	<b>16</b>	<b>20</b>	<b>16</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>80</b>	<b>\$ 8,592.00</b>
<b>3 Bidding Services</b>										
3.1 Pre-Bid Meeting	0	8	0	0	0	0	0	0	8	\$ 880.00
3.2 Respond to Bidders Questions	0	32	0	0	0	0	8	0	40	\$ 4,056.00
3.3 Attend Bid Opening	0	0	0	0	0	0	0	0	0	\$ -
3.4 Review Bids and Recommend Award	0	0	0	0	0	0	0	0	0	\$ -
<b>SUBTOTAL</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>48</b>	<b>\$ 4,936.00</b>
<b>4 Construction Management Services</b>										
4.1 Preconstruction meeting	24	32	40	12	24	24	8	8	172	\$ 17,728.00
4.2 Resident Project Representation (Assumes 12-months)	0	0	0	2,080	0	0	96	192	2,368	\$ 161,248.00
4.3 Attend Monthly Meetings (12 total)	144	144	144	0	0	0	48	48	528	\$ 66,864.00
4.4 Consult and Advise/Respond to RFI	24	36	64	80	48	0	40	24	316	\$ 28,600.00
4.5 Review Shop Drawings	16	24	32	40	0	0	96	84	292	\$ 22,320.00
4.6 Review Pay Requests	24	48	96	48	0	0	96	0	312	\$ 28,776.00
4.7 Prepare Record Drawings	8	16	24	24	40	40	12	12	176	\$ 14,548.00
4.8 Substantial and Final Completion/Certify Project Complete	16	16	16	0	16	0	8	0	72	\$ 8,760.00
<b>SUBTOTAL</b>	<b>256</b>	<b>316</b>	<b>416</b>	<b>2,284</b>	<b>128</b>	<b>64</b>	<b>404</b>	<b>368</b>	<b>4,236</b>	<b>\$ 348,844.00</b>
<b>5 Operation &amp; Start-up</b>										
5.1 Preparation of Operations and Maintenance Manual	8	24	48	0	24	24	48	32	208	\$ 16,824.00
5.2 Assistance During Start-up	12	24	16	24	8	0	8	8	100	\$ 10,076.00
<b>SUBTOTAL</b>	<b>20</b>	<b>48</b>	<b>64</b>	<b>24</b>	<b>32</b>	<b>24</b>	<b>56</b>	<b>40</b>	<b>308</b>	<b>\$ 26,900.00</b>
<b>6 Status Reports</b>										
6.1 Preparation of monthly status reports	48	80	0	48	0	64	48	96	384	\$ 34,784.00
<b>SUBTOTAL</b>	<b>48</b>	<b>80</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>64</b>	<b>48</b>	<b>96</b>	<b>384</b>	<b>\$ 34,784.00</b>
<b>7 Other Services</b>										
7.1 Building Cracks/Remediation Program	80	160	160	80	0	0	40	0	520	\$ 57,960.00
7.2 Couplings and Discharge Piping Modifications	40	64	120	40	40	0	24	0	328	\$ 34,408.00
7.3 Sewer Line Relocation	8	100	80	120	120	0	24	0	452	\$ 40,216.00
7.4 Additional Construction Services/Change Order No. 3	60	120	120	450	0	0	40	0	790	\$ 71,440.00
7.5 Resolution of Pre-existing Construction Issues	40	120	120	120	80	0	24	0	504	\$ 49,688.00
7.6 Inspection of Clearwell No. 2/Technical Memorandum	24	40	40	0	24	0	12	8	148	\$ 16,644.00
<b>SUBTOTAL</b>	<b>252</b>	<b>604</b>	<b>640</b>	<b>810</b>	<b>264</b>	<b>0</b>	<b>164</b>	<b>8</b>	<b>2,742</b>	<b>\$ 270,356.00</b>
<b>DIRECT COSTS</b>										
Travel										\$ 32,450.00
Reproduction (Blueprints/Copies/etc.)										\$ 3,500.00
Equipment and Supplies										\$ 3,500.00
Miscellaneous										\$ 2,500.00
Survey (Associated with Task 7.3)										\$ 15,000.00
<b>SUBTOTAL</b>										<b>\$ 56,950.00</b>

<b>SUBTOTAL ITEMS 1-7:</b>	<b>\$ 800,078.00</b>
<b>OTHER DIRECT COSTS:</b>	<b>\$ 56,950.00</b>
<b>TOTAL LABOR AND DIRECT COSTS:</b>	<b>\$ 857,028.00</b>

RCS# 3178  
10/15/01  
2:51 PM

Atlanta City Council

Regular Session

01-R-1230

Hartman & Assocs. for \$849,592 to  
complete Hemphill Pumping Station  
ADOPT ON SUB

YEAS: 11  
NAYS: 4  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 0

Y McCarty	Y Dorsey	N Moore	Y Thomas
Y Starnes	Y Woolard	Y Martin	Y Emmons
Y Bond	N Morris	Y Maddox	Y Alexander
Y Winslow	N Muller	N Boazman	NV Pitts

01-R-1230

01-1230  
(Do Not Write Above This Line)

**A RESOLUTION BY  
FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO AN ENGINEERING SERVICES AGREEMENT WITH HARTMAN & ASSOCIATES, INC. IN THE AMOUNT OF \$849,592, TO PROVIDE FOR ADDITIONAL ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES CONCERNING: [i] COMPLETING THE REMEDIATION OF VARIOUS DESIGN AND CONSTRUCTION RELATED ITEMS, THE CONSTRUCTION OF VALVE VAULTS AND IMPROVEMENTS TO THE HEMPHILL PUMPING STATION; [ii] MODIFYING THE FINAL DESIGN OF THE REHABILITATION OF CLEARWELL NO. 1 TO COMPETITIVELY BID THE PROJECT AND PROVIDING PROCUREMENT AND CONSTRUCTION MANAGEMENT SERVICES FOR THE ACTUAL REHABILITATION OF THE CLEARWELL; AND FOR OTHER PURPOSES.

**ADOPTED BY  
OCT 15 2001**

**COUNCIL**

- ☐ CONSENT REFER  
☐ REGULAR REPORT REFER  
☐ ADVERTISE & REFER  
☐ 1st ADOPT 2nd READ & REFER  
☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

**First Reading**

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred to \_\_\_\_\_

Committee FIN/Exec  
Date 8-15-01  
Chair \_\_\_\_\_  
Action: \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other: \_\_\_\_\_  
Members \_\_\_\_\_  
Refer To \_\_\_\_\_

Committee FIN/Exec  
Date 10/10/01  
Chair NAH  
Action: \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other: \_\_\_\_\_  
Members \_\_\_\_\_  
Refer To \_\_\_\_\_

**FINAL COUNCIL ACTION**

☐ 2nd ☐ 1st & 2nd ☐ 3rd  
Readings  
☐ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

**CERTIFIED**  
OCT 15 2001

ATLANTA CITY COUNCIL PRESIDENT

*Robert A. Pitts*

**CERTIFIED**  
OCT 15 2001

*Paula*  
DEPUTY MUNICIPAL CLERK

**MAYOR'S ACTION**

**APPROVED**

OCT 23 2001

*Wayne*  
MAYOR